

4182
RESTATEMENT OF THE AMENDED
DECLARATION OF PROTECTIVE COVENANTS
FOR HICKORY RIDGE SUBDIVISION
AS RECORDED IN MAP BOOK 11, PAGE 79

STATE OF ALABAMA)
)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that:

A. The undersigned, Moore Development, Inc. ("Developer"), has previously filed of record in Book 153, beginning at Page 992, Office of Judge of Probate, Shelby County, Alabama, a Declaration of Protective Covenants restricting the Lots in the Hickory Ridge Subdivision as recorded in Map Book 11, Page 59, as amended by amended map recorded in Map Book 11, Page 79, Office aforesaid (the "Declaration").

B. In Paragraph 8 of the Declaration, the Developer reserved the right to change, amend, delete, alter and add to the regulations and restrictions contained in the Declaration, and the Developer did amend the Declaration upon adoption of the First Amendment thereto.

C. The Developer for purposes of clarification desires to hereby restate the Declaration as amended by the First Amendment.

NOW, THEREFORE, the undersigned does hereby adopt the following Restatement of the Declaration of Protective Covenants for Hickory Ridge Subdivision as amended, and the following shall constitute the entire and complete Declaration:

Said property and each lot located in said Subdivision shall be and the same are hereby subject to the following conditions, limitations and restrictions.

1. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

A. All lots in the Subdivision shall be known and described as residential lots and shall be used for single family residential purposes exclusively.

B. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than detached single family dwellings not to exceed two and one-half (2½) stories, 35 feet in height, and a private garage for not more than four (4) cars, and other outbuildings incidental to and necessary for proper residential use of the lot.

C. Notwithstanding anything to the contrary herein, the Developer or its assigns, shall be permitted to construct and maintain on one lot only a structure and related facilities designed and used as a sales center for the marketing of real estate including the lots subject to these covenants and adjoining land and improvements thereon owned by the undersigned or their assigns.

D. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. No building shall be located on any lot nearer than 35 feet to the front lot line, or nearer than 35 feet to any side

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Richard A. Radford

street line. No building shall be located nearer than ten (10) feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 35 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open decks or terraces shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot, to encroach upon another lot. No improvements should be made in the natural drainage ways as disclosed on the recorded plat of the Subdivision except upon specific recommendations of a geotechnical engineer.

E. Each main structure of a residential building, exclusive of open porches, garages and basements shall meet the following size restrictions.

Lots 1-14 and 119-123: Dwellings shall contain not less than 2,000 square feet of finished and heated living area. In the event of a 1½ story house, not less than 1,400 square feet shall be on the ground floor. A two-story house shall have not less than 1,200 square feet on the ground floor.

Lots 15-118: Dwellings shall contain not less than 1,800 square feet of finished and heated living area. In the event of a 1½ story house, not less than 1,200 square feet shall be on the ground floor. A two-story house shall have not less than 1,000 square feet on the ground floor.

F. No more than a single family unit shall occupy any dwelling house.

G. No lot shall be further subdivided.

2. GENERAL REQUIREMENTS

A. It shall be the responsibility of each lot owner to prevent the development or occurrence of any unclean, unsightly or unkept conditions of buildings or grounds on such lot which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.

B. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of the property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain upon any part of the property, including vacant parcels. The Developer or the Committee shall have the right (after 10 days notice to the owner) to enter any residential lot during normal working hours for the purpose of mowing, removing, cleaning or cutting underbrush, weeds or other unsightly growth and trash which, in the sole opinion of the Developer or Committee, detracts from the overall beauty and safety of the Subdivision and may charge the owner a reasonable cost for such services, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law or equity. This provision shall not apply to the Developer or its assigns during the sales and development period, such sales period to extend until the last lot is sold by the developer.

C. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

D. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the

neighborhood.

E. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon, or in any lots, nor shall oil wells, water wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

F. No trash, garbage or other refuse shall be dumped, stored or accumulated on any lot. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery or other appropriate material approved in writing by the Committee as not to be visible from any road within sight distance of the lot at any time, except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted, except during the construction period.

G. No structure of a temporary character, or trailer, basement, tent or shack shall be used at any time as a residence either temporarily or permanently. There shall be no occupancy of any dwelling until the interior and exterior of the dwelling is complete and a certificate, or other satisfactory evidence, of completion is received by and approved by the Committee.

H. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 19 feet from the intersection of a street property line with the edge of a driveway or alley pavement. Trees shall be permitted to remain within such distances of such intersections provided the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

I. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than two (2) square feet, one sign of not more than six (6) square feet advertising property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. All signs shall comply with design specifications of the Committee. No signs shall be nailed to trees. This provision shall not apply to the Developer or its assigns during the sale period.

J. During all construction, all vehicles, including those delivering supplies, must enter the building lot on the driveway only as approved by the Developer so as not to unnecessarily damage trees, street paving and curbs.

K. When the construction of any building is once begun, work thereon must be prosecuted diligently and continuously and must be completed within 12 months.

L. Garage doors shall not be permitted on the front of houses. In cases where it is unavoidable, electric automatic door closers shall be used.

M. Outside air conditioning units may not be located in the front yard or any required side or rear yard.

N. No plumbing or heating vents shall be placed on the front yard of any required side or rear yard. All vents or pipes protruding from roofs will be painted the same color as the roof covering.

O. Any fences visible from the front or side street must have a wood barrier of natural earth tone color or bleached. All fences, including fences for back yards and swimming pools must be approved by the Committee prior to construction.

P. There shall be no silver finish metal doors or windows of any kind; however, a factory painted or anodized finish may be used. The color of such finish should be natural earth tones.

Q. All mailboxes shall be designated in accordance with the overall architecture scheme of the residence. No metal post will be allowed.

R. No exposed concrete block will be allowed.

S. The back and sides of a residence must be constructed of essentially the same exterior materials as those used on the front, unless the Committee consents to a variance of this requirement.

T. No satellite dish antennas, and no radio towers will be allowed.

3. ARCHITECTURAL CONTROL COMMITTEE AND PLAN APPROVAL

A. The Architectural Control Committee (the "Committee") shall be composed of two or more individuals designated from time to time by the Developer, provided that after 75 of the lots are sold, owners of the majority of all of the lots in the Subdivision acting by petition in writing, shall have the right (but not the obligation) to designate one of three members of the Committee and the Developer shall designate two members of the Committee. Thereafter the Committee shall take action upon the written consent of any two of the three members, provided that, if available, any member designated by the owners of the majority of the lots shall be afforded an opportunity to inspect and comment upon all plans presented to the Committee for action.

B. All plans for any structure or improvement whatsoever to be erected on or moved upon or to any lot, the exterior construction material, the roofs, and any later changes or additions to the exterior of the building on any lot after initial approval thereof shall be subject to and shall require the approval in writing of the Committee before any work is commenced. Construction may not be started before receipt of a Letter of Approval from the Committee, a copy of which must be signed by the Builder, or Owner, and returned to the Committee for retention, see, however, Section 3.E.

C. Any remodeling, reconstruction, alterations or additions to the interior of any existing residence shall not require the written approval of the Committee, but shall comply with all restrictions and covenants.

D. One set of prints of the drawings (herein referred to as "Plans") for each house or other structure proposed to be constructed on each lot shall be submitted for review and approval or disapproval by the Committee. The plans submitted to the Committee shall be retained by the Committee. Said plans should be delivered to the office of

Moore Development, Inc. at least ten (10) days prior to the beginning of construction. All plans must include the following.

1. An accurately drawn and dimensional plot plan showing all building set-backs, easements, drives, and walks.
 2. Foundation plan, floor plan, exterior elevations of buildings above finished grade as they will actually appear after all back filling and landscaping is complete. (The back filling sketch may be drawn by a builder.)
 3. All plans must include summary specifications or a list of proposed materials and exterior color selections. Samples of exterior materials which cannot be adequately described on the plans of materials with which the Committee is unfamiliar must be submitted with the plans.
 4. Only upon the submission of all reasonably requested plans in the manner set forth above shall the Committee be deemed to have received the plans for the purposes of Section 3.E hereof.
- E. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove submitted plans and specifications which have been submitted to it, within ten (10) business days after receipt of the same, then such plans and specifications shall be deemed to have been approved by the Committee and the related covenants herein shall be deemed to have been fully complied with.
- F. With respect to the enforcement of these restrictions and covenants as to a particular lot, the purpose is to protect the value of the other lots in the Subdivision and not to ensure the owner of a particular lot that the structure and other improvements made to such owner's lot (either before or while he owns such lot) comply with these restrictions and covenants or that such structure or other improvements are free of defects and are properly located on the lot. Neither the Committee nor any architect or agent thereof nor the Developer shall be responsible to check for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for the subsurface conditions where the structure is to be located, nor for any structural or other defects in any work done according to such plans and specifications. It is specifically understood and agreed that any approval given by the Committee as provided herein shall not be deemed any warranty, either expressed or implied, or approval by the Committee of the structural integrity or soundness or any other aspect of any structure to be erected upon any lot in the Subdivision.

4. The Developer reserves for itself, its successors and assigns the right to use, dedicate and/or convey to the State of Alabama, to Shelby County, and/or to the appropriate utility company or companies, rights-of-way or easements on, over, across or under the ground to erect, maintain and use utilities, electric and telephone poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains and other suitable equipment for the conveyance


and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities, on, in and over strips of land ten (10) feet in width along the rear property line of each lot, and five (5) feet in width along each side line of each lot.

5. Each and every covenant and restriction contained herein shall be considered to be an Independent and separate covenant and agreement, and in the event any one or more of said covenants or restrictions shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.
6. The Developer may include in any contract or deed hereafter made any additional covenants and restrictions that are not inconsistent with and which do not lower the standards of the covenants and restrictions set forth herein.
7. The covenants and restrictions herein shall be deemed to be covenants running with the land. If any persons shall violate or attempt to violate any of such restrictions or covenants, it shall be lawful for the Developer, the Committee, or any person or persons owning any lot in the Subdivision: (i) to prosecute proceedings at law for the recovery of damages against the person or persons so violating or attempting to violate any such covenant or restriction; or (ii) to maintain a proceeding in equity against the person or persons so violating or attempting to violate any such covenant or restriction for the purpose of preventing such violation; and (iii) the party bringing such action, if successful, shall also be entitled to recover his costs of such litigation including a reasonable attorney's fee. The remedies in this paragraph contained shall be construed as cumulative of all other remedies now or hereafter provided by law.
8. Moore Development, Inc., for itself, its successors and assigns, reserves the right to change, amend, delete, alter and add to the above regulations and restrictions.
9. The covenants and restrictions set forth herein are made for the mutual and reciprocal benefit of each lot within the herein described Subdivision and are intended to create: (i) mutual, equitable servitudes upon each lot within such Subdivision; (ii) reciprocal rights between and among the respective owners and future owners of each lot within such Subdivision; and (iii) a privity of contract and estate between the grantees of any and all lots within such Subdivision, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, Moore Development, Inc. has caused to be adopted this Restatement of the Amended Declaration of Protective Covenants for the Hickory Ridge Subdivision this 19th day of October, 1989.

Moore Development, Inc.

By:


Donald B. Moore, Its President

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned authority, in and for the State of Alabama at Large, hereby certify that Donald B. Moore, whose name as President of Moore Development, Inc. is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of the said instrument, he, as such officer and with fully authority executed this same voluntarily for and as the act of said corporation.

Given under my hand this the 19 day of October, 1989.

Thomas A. Ritchie
NOTARY PUBLIC

My commission expires: 2-2-92

STATE OF ALA. SHELBY C.
I CERTIFY THIS
INSTRUMENT WAS FILED

89 OCT 23 PM 3:10

Thomas A. Shandley, Jr.
JUDGE OF PROBATE

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1. Deed Tax -----	\$	_____
2. Mig. Tax -----	\$	_____
3. Recording Fee -----	\$	<u>17.50</u>
4. Indexing Fee -----	\$	<u>3.00</u>
5. _____	\$	_____
6. _____	\$	<u>1.00</u>
Total -----	\$	<u>21.50</u>

This instrument was prepared by Thomas A. Ritchie, Esquire, whose address is 312 North 23rd Street, Birmingham, Alabama 35203.

